

1 VERSO LAW GROUP LLP  
2 GREGORY S. GILCHRIST (State Bar No. 111536)  
3 RYAN BRICKER (State Bar No. 269100)  
4 PAYMANEH PARHAMI (State Bar No. 335604)  
5 209 Kearny Street, Third Floor  
6 San Francisco, California 94108  
7 Telephone: (415) 534-0495  
8 Facsimile: (270) 518-5974  
9 Email: greg.gilchrist@versolaw.com  
10 ryan.bricker@versolaw.com  
11 paymaneh.parhami@versolaw.com

12 Attorneys for Plaintiff and Counter-Defendant  
13 PATAGONIA, INC.

14  
15 **UNITED STATES DISTRICT COURT**  
16  
17 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

18 PATAGONIA, INC.,

19 Plaintiff,

20 v.

21 THE GAP, INC.,

22 Defendant.

23 AND RELATED COUNTERCLAIM.

Case No. 3:22-cv-07437-TLT

**ANSWER TO COUNTERCLAIM**

**JURY TRIAL DEMAND**

24 Plaintiff and Counter-Defendant, Patagonia, Inc. ("Patagonia"), for its answer to the  
25 Counterclaim filed by Defendant and Counter-Plaintiff, The Gap, Inc. ("The Gap"), by its  
26 undersigned counsel, states as follows:

27 **RESPONSE TO NATURE OF THE ACTION**

28 1. Patagonia admits that The Gap purports to state a claim for declaratory relief.  
Except as admitted, Patagonia denies paragraph 1 of the counterclaim.

**RESPONSE TO THE PARTIES**

2. Patagonia admits the material allegations in paragraph 2 of the counterclaim.
3. Patagonia admits the material allegations in paragraph 3 of the counterclaim.

1                                   **RESPONSE TO JURSDICTION AND VENUE**

2                   4.       Patagonia admits the material allegations in paragraph 4 of the counterclaim.

3                   5.       Patagonia admits the material allegations in paragraph 5 of the counterclaim.

4                                   **RESPONSE TO FIRST COUNTERCLAIM: DECLARATORY RELIEF**

5                   6.       Patagonia admits the material allegations in paragraph 6 of the counterclaim.

6                   7.       Patagonia admits the material allegations in paragraph 7 of the counterclaim.

7                   8.       Patagonia admits it claims to own trade dress in particular aspects of the design of  
8 its Snap-T products, as further described in its Second Amended Complaint. Except as admitted,  
9 Patagonia denies the material allegations in paragraph 8 of the counterclaim.

10                  9.       Patagonia admits the material allegations in paragraph 9 of the counterclaim.

11                  10.       Patagonia denies the material allegations of paragraph 10 of the counterclaim.

12                  11.       Patagonia denies the material allegations of paragraph 11 of the counterclaim.

13                  12.       Patagonia admits the material allegations in paragraph 12 of the counterclaim.

14                  13.       Patagonia denies the material allegations of paragraph 13 of the counterclaim.

15                  14.       Patagonia denies the material allegations of paragraph 14 of the counterclaim.

16                  15.       Patagonia admits that it claims The Gap's sale of the Gap Jackets as The Gap has  
17 defined constitutes trademark infringement, unfair competition, and deceptive trade practices that  
18 Patagonia seeks to stop through this action. Except as admitted, Patagonia denies the material  
19 allegations of paragraph 15 of the counterclaim.

20                  16.       Patagonia lacks information sufficient to know whether The Gap's understanding  
21 of "similar designs" is the same as Patagonia's understanding and therefore denies paragraph 16 of  
22 the counterclaim to that extent. Patagonia otherwise admits the material allegations of paragraph  
23 16 of the counterclaim, i.e., that a present controversy exists whether The Gap may sell the Gap  
24 Jackets or other products that use confusingly similar designs or designs that use elements that are  
25 even more similar to Patagonia's trade dress and trademarks than the designs contained in the Gap  
26 Jackets.

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**RESPONSE TO THE GAP’S PRAYER FOR RELIEF**

The Gap’s prayer for relief does not require a response but, to the extent any answer is required, Patagonia denies that The Gap is entitled to any of the requested relief or any relief whatsoever.

DATED: March 14, 2023

Respectfully submitted,  
VERSO LAW GROUP LLP

By: /s/ Gregory S. Gilchrist  
GREGORY S. GILCHRIST  
RYAN BRICKER  
PAYMANEH PARHAMI

Attorneys for Plaintiff and Counter-Defendant  
PATAGONIA, INC.